



03-CV-01415-CMP

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CORBIS CORPORATION, a Washington
corporation,

Plaintiff,

v.

AMAZON.COM, INC., a Delaware
corporation; FAMED AND FRAMED, INC.,
a New York corporation; FAMOUS FACES
INC., a California corporation; HDS
PRODUCTIONS, an Arizona company;
LEGENDS MEMORABILIA INC., a
Canadian corporation; CAROLYN OTWELL
(d/b/a MATDILN@AOL.COM), an
individual; MOVIE GOODS, INC., a North
Carolina corporation; PHOTOS 4 SALE, a
Georgia company; PIX POSTER CELLAR, a
Massachusetts company; POSTERNOW,
GmbH (also d/b/a/ FAUST MULTIMEDIA), a
German company; RICKS MOVIE
GRAPHICS, INC., a Florida corporation;
SIGN HERE AUTOGRAPHS, a Florida
company; POSTER PLANET, a Colorado
company; ICONOGRAPHICS, an Alabama
company; WYNNCO.COM, a South Carolina
company; GS TRADING INTERNATIONAL
PTY. LTD (also d/b/a MUSIKRUS), an
Australian company, and JOHN DOES 1 - 10,

Defendants.

CV03-1415

No.

**COMPLAINT FOR INJUNCTION
AND DAMAGES**

COMPLAINT FOR INJUNCTION AND DAMAGES - 1

Case No.
118232.0017/1018752.3

ORIGINAL

LANE POWELL SPEARS LUBERSKY LLP
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1420 FIFTH AVENUE
SEATTLE, WA 98101
(206) 223-7000

Sk: ss 6/10/03

I. INTRODUCTORY STATEMENT

1. Plaintiff Corbis Corporation owns copyrights, exclusive rights under copyright, and/or accrued causes of action in hundreds of photographic images of celebrity personalities that have been systematically infringed and exploited by the defendants in this action. Without license or permission, and contrary to the rights of Corbis and its photographers, the defendants have, in the pursuit of profit, displayed these images on their Internet websites, reproduced these images electronically and on paper, and distributed these images to the public. By this action, Corbis seeks an injunction against the ongoing infringement of these rights, and damages, both actual and statutory, for the hundreds of violations of Corbis' rights to date.

II. PARTIES

2. Plaintiff Corbis Corporation (hereafter "Corbis") is a Washington corporation with its principal place of business at 710 2nd Avenue, Suite 200, Seattle, King County, Washington.

3. Upon information and belief, defendant Amazon.com (hereafter "Amazon") is a Delaware corporation with its principal place of business at 1200 12th Avenue South, Seattle, Washington.

4. Upon information and belief, defendant Famed and Framed is a New York corporation with its principal place of business at 136 Main Street, Nyack, New York.

5. Upon information and belief, Famous Faces Inc. is a California corporation with its principal place of business at 409 N. Pacific Coast Highway, Suite 303, Redondo Beach, California.

6. Upon information and belief, HDS Productions (d/b/a Photoclassics) ("Photoclassics") is an Arizona company with its principal place of business at 12213 West Bell Road, Surprise, Arizona.

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1 7. Upon information and belief, Legends Memorabilia Inc. is a Canadian
2 company with its principal place of business at 20235 Fraser Highway, Langley, British
3 Columbia, Canada.

4 8. Upon information and belief, Carolyn Otwell (d/b/a Matdilyn@aol.com)
5 ("Matdilyn") is a person with her principal place of business at #9 Wisteria, Texarkana, Texas
6 75503.

7 9. Upon information and belief, Movie Goods, Inc. is a North Carolina
8 corporation with its principal place of business at 225 Hillsborough Street, Suite 200, Raleigh,
9 North Carolina.

10 10. Upon information and belief, Photos4Sale is a Georgia company with its
11 principal place of business at 4301 Harvest Grove Lane, Conyers, Georgia.

12 11. Upon information and belief, defendant Pix Poster Cellar is a Massachusetts
13 company with its principal place of business at 1105 Massachusetts Avenue, Cambridge,
14 Massachusetts.

15 12. Upon information and belief, Posternow GmbH (also d/b/a/ Faust Multimedia)
16 is a German company with its principal place of business in Frankfurt, Hessen, Germany.

17 13. Upon information and belief, defendant Rick's Movie Graphics, Inc. is a
18 Florida corporation with its principal place of business at 715 N.E. 2nd Street, Gainesville,
19 Florida.

20 14. Upon information and belief, defendant Sign Here Autographs is a Florida
21 company with its principal place of business at 5024 East Fowler Avenue, Suite 6, Tampa
22 Florida.

23 15. Upon information and belief, defendant Poster Planet is a Colorado company
24 with its principal place of business at 8911 Cloverleaf Circle, Parker, Colorado.

25 16. Upon information and belief, defendant Iconographics is an Alabama company
26 with its principal place of business at 24 Windchime Dr., Lisman, Alabama.

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1 17. Upon information and belief, defendant Wynnco.com is a South Carolina
2 company with its principal place of business at Pickens, South Carolina.

3 18. Upon information and belief, defendant GS Trading International Pty. Ltd.
4 (also d/b/a Musikrus) is an Australian company with its principal place of business at 8 Bulloo
5 Court Runcorn, Queensland, Australia.

6 19. Upon information and belief, John Doe defendants 1 – 10 are engaging or
7 otherwise participating in the same unlawful conduct and activities as the other defendants, as
8 alleged herein.

9 III. JURISDICTION AND VENUE

10 20. This is a civil action seeking damages and injunctive relief for federal claims
11 including direct copyright infringement, vicarious copyright infringement, violation of the
12 Digital Millennium Copyright Act (“DMCA”) and violation of Section 43(a) of the Lanham
13 Act, and for state law claims including tortious interference with business relationships and
14 unfair competition arising under Washington’s Consumer Protection Act, RCW 19.86 et seq.

15 21. The jurisdiction of this Court over the federal claims is proper pursuant to 28
16 U.S.C. § 1331 (federal question) and 28 U.S.C. § 1338 (copyright, trademark, and unfair
17 competition). This case involves claims brought under the following statutes of the United
18 States: copyright infringement under 17 U.S.C. § 101 et seq., violation of the DMCA under
19 17 U.S.C. § 1202, and violation of the Lanham Act, 15 U.S.C. § 1125. Additionally, this
20 Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367
21 (supplemental jurisdiction).

22 22. This Court has personal jurisdiction over defendants in that each of the
23 defendants does business in the Western District of Washington and a substantial part of the
24 events or omissions giving rise to the claims occurred, and a substantial part of the property
25
26

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1 that is the subject of this action is located, in the Western District of Washington. Moreover,
2 this Court has personal jurisdiction over defendants because each of them committed
3 intentional acts aimed at the Western District of Washington, (including, inter alia, use of the
4 Amazon.com website, which, on information and belief, is operated from the State of
5 Washington), and the brunt of harm caused by the intentional acts was suffered in the Western
6 District of Washington.

7 23. Venue in the Federal District Court for the Western District of Washington is
8 proper pursuant to 28 U.S.C. § 1391(b)(2), (c) and (d), and § 1400(a).

9 IV. BACKGROUND

10 A. CORBIS AND ITS PHOTOGRAPHERS

11 24. Plaintiff Corbis is in the business of licensing photographic and fine art images
12 on behalf of itself and the photographers it represents to a wide range of professional and
13 consumer customers. Corbis is one of the largest visual image companies in the world.
14 Corbis and its photographers and their images enjoy worldwide renown and are frequently the
15 subject of high-profile articles in major publications.

16 25. Corbis' business extends to various market segments. For instance, Corbis has
17 invested in exclusive contractual agreements with top photojournalists who supply
18 photographs that Corbis, in turn, licenses to newspapers and magazines for editorial use and
19 publication. Another business segment focuses on providing commercial images that Corbis
20 licenses from top commercial photographers and that Corbis, in turn, licenses to advertising
21 firms for use in advertising and marketing materials.

22 26. This case involves defendants' interference with one of the most valuable and
23 prized segments of Corbis' business, celebrity portraiture. Celebrity portraiture is just what it
24 sounds like: highly-stylized artistic photographic portraits of television and movie stars,
25
26

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1 athletes, models, and other types of celebrities produced by photographers of the highest
2 caliber.

3 27. The celebrity portraiture photographers represented by Corbis (hereafter the
4 "photographers") are internationally recognized and have reputations for producing
5 photographs of high artistic and technical quality. Their images are widely and favorably
6 known throughout the United States and the world and regularly appear on the covers and in
7 articles of many major U.S. and international publications. Celebrities regularly ask for these
8 photographers by name, and they count on these photographers to help them capture and
9 project the best possible image. In large part, the personal bond that many of these celebrities
10 form with a Corbis photographer allows the photographer to capture on film and reveal to the
11 public the unique characteristics, individuality, and very essence of the celebrity's image.
12 Celebrities are therefore very selective in choosing Corbis photographers to photograph them.

13 28. The photographers have entered into exclusive contractual agreements and
14 licenses with Corbis to represent and distribute their work in return for royalties based on the
15 licensing fees obtained by Corbis for their images. Thus, the photographers' compensation,
16 and their willingness to license their works to Corbis, depends on Corbis' ability to sell
17 licenses and collect fees for the use of these works. Because of the superior quality of work
18 produced by the photographers and Corbis' careful control over placement and use,
19 reproduction quality, and exclusivity of access, Corbis is able to obtain significant licensing
20 fees for their works, and, as a consequence, the photographers are highly compensated for
21 their celebrity portraiture works.

22 29. In addition to contracting with the photographers to represent and distribute the
23 photographers' works, Corbis has also purchased individual photographs and photograph
24 collections and owns the exclusive copyrights to those images. Hereafter, the term
25
26

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1 “represented images” refers to the images in which Corbis owns the copyright, exclusive
2 rights under copyright or has the right to institute actions for infringement of intellectual
3 property rights.

4 30. Whenever Corbis displays a represented image, Corbis includes specific
5 “copyright management information” (hereafter “CMI”) regarding the image as that term is
6 used in the DMCA. The CMI for each image includes such information as the name of the
7 author (i.e. the photographer), the copyright owner, and may also contain the terms and
8 conditions for use of the image. The CMI may be contained on the mounts for the negatives,
9 embedded within digital files included on Corbis’ website alongside the represented images,
10 and reproduced below or adjacent to the represented images when they are reproduced and
11 published by Corbis’ clients.

12 31. Corbis exercises control over the display, reproduction, distribution, and use of
13 the represented images in order to maximize the value of the work, and to protect the valuable
14 relationships between Corbis, the photographers, and the celebrities depicted in the images.
15 Unlike “paparazzi” photographers, Corbis’ photographers have close relationships with their
16 celebrity subjects. As a result of their talent and decades of careful control and management
17 of the quality, use and distribution of their images, Corbis’ photographers are able to gain
18 extraordinary access and cooperation from celebrities to produce stunning portraiture
19 photography.

20 32. By respecting the concerns of the depicted celebrities regarding quality,
21 placement, use, and access, Corbis and the photographers are able to maintain valuable on-
22 going relationships with the depicted celebrities.

23 33. The represented images are, by their nature, the subject of copyright protection
24 under the laws of the United States. Corbis and its photographers have further protected the
25 represented images by systematically filing copyright registrations for many images with the
26

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1 United States Copyright Office. Filed herewith as Exhibit A, and incorporated herein by
2 reference, is a list of copyright registrations filed with the United States Copyright Office for
3 a selection of some (but by no means all) of the works as to which defendants are violating
4 Corbis' rights.

5 34. Corbis has invested substantial assets developing its brand with both
6 professional and consumer customers, and has filed worldwide trademark and service mark
7 registrations (collectively the "trademarks"). Corbis regularly enforces its trademarks to
8 prevent misuse and harm to its brand. Filed herewith as Exhibit B, and incorporated herein by
9 reference, is a list of the trademark registrations filed with the United States Patent and
10 Trademark Office for the Corbis trademarks that are the subject of this action.

11 35. In most instances, Corbis is contractually required to pay a royalty to a
12 photographer when Corbis receives a license fee for use of the photographer's image.
13 Because many photographers choose or are contractually required to limit how their images
14 may be used, Corbis must carefully manage the rights for each image to determine the uses to
15 which the image can be licensed. This requires Corbis to invest significant amounts of money
16 each year in technology, software, employees, and training to implement these restrictions on
17 usage.

18 36. The photographers rely upon Corbis' efforts to properly manage the display,
19 reproduction, distribution, and use of their images to ensure that usage complies with the
20 intellectual property and legal rights of Corbis, the photographers, and the depicted
21 celebrities.

22 37. Corbis' and the photographers' ownership interests and exclusive licenses in
23 the represented images and copyrights are well known to those in the field. The represented
24 images are frequently reproduced on the covers and in pages of some of the most well-known
25 publications, and contain CMI listing Corbis as the source of the represented image and the
26 photographer as the author. Corbis owns and operates an e-commerce website at the Internet

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1 address www.corbis.com. At Corbis' website, professionals and consumers are able to
2 license Corbis' represented images for a license fee. Corbis' website specifically includes an
3 easily searchable index of images that Corbis and the photographers own, including the
4 represented images, which can be accessed by defendants and the public at
5 <http://pro.corbis.com/creative/celebrity>.

6 B. AMAZON

7 38. Defendant Amazon is an electronic commerce company operating a website at
8 the Internet address www.amazon.com (the "Amazon website"). In addition to other products
9 and services, Amazon's website sells color and black & white posters, photos, and prints of
10 movie and music posters, as well as decorative prints, fine art reproductions, and celebrity
11 images.

12 39. Upon information and belief, Amazon has contracted with defendants Famed
13 and Framed, Famous Faces, Photoclassics, Legends Memorabilia, Matdilm, Rick's Movie
14 Posters, Sign Here Autographs, Movie Goods, Photos4Sale, Pix Posters, Posters Now GmbH
15 (also d/b/a Faust Media), Poster Planet, Iconographics, Wynnco.Com, and GS Trading
16 International Pty. Ltd. (also d/b/a Musikrus) (collectively the "Supplier Defendants") to
17 supply the aforementioned images sold on the Amazon website.

18 40. In order to entice customers to purchase posters, photographs, prints and other
19 celebrity images, Amazon displays samples of such images on its website. Upon information
20 and belief, Amazon makes and collects on its servers copies of such images to hold for an
21 indefinite duration. Amazon then displays on the Amazon website copies of these images in
22 response to queries from consumers. In the course of displaying such copies on its website
23 and transmitting copies to the consumers, Amazon reproduces these images in digital form.

24 41. Once a consumer locates a desired image by searching the Amazon website,
25 and receiving an electronic reproduction of the image over the Internet, the consumer is able
26

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to purchase a physical copy of the image in different sizes and mediums by ordering and paying Amazon for the selected image.

42. Upon information and belief, the proceeds from the reproduction and distribution of the physical copies of images are divided between Amazon and the respective Supplier Defendant who supplied the image for sale on the Amazon website. In addition, Amazon guarantees the quality of the images offered for sale on its website. The following is a true and accurate screen shot from Amazon's web page reflecting this guaranty:

amazon.com. VIEW CART | WISH LIST | YOUR ACCOUNT | HELP

WELCOME JACOB'S STORE BOOKS APPAREL & ACCESSORIES ELECTRONICS TOYS & GAMES DVD BABY SEE MORE STORES Jacob's Gold Box

? Help > Ordering from Amazon Merchants > A-to-z Guarantee Protection

A-to-z Guarantee Protection

What is the Amazon.com A-to-z Guarantee?

When you buy from Amazon Marketplace, Auctions, and zShops sellers, we want you to be safe. The condition of the item you buy and its timely delivery are guaranteed under the Amazon.com A-to-z Guarantee. (If you pay for your item immediately, online, using Amazon Payments, the security of your credit card information is also guaranteed under our [Safe Shopping Guarantee](#).)

When is a buyer covered under the Amazon.com A-to-z Guarantee?

1. The buyer provided payment to the seller, but the seller failed to deliver the item.
2. The buyer received the item, but the item was materially different than as depicted in the seller's description.

When is a product "materially different" than what the seller advertised?

If a seller has clearly misrepresented the condition or details of an item in a way that affects its value or utility, it is "materially different" and that seller should be willing to offer a refund or exchange. If the seller does not offer a refund or exchange, your purchase is eligible for our A-to-z Guarantee. Please note that this does not extend to cases where you are simply disappointed with an item. Amazon.com will ultimately determine material difference at our discretion.

What are the requirements of the Amazon.com A-to-z Guarantee?

- The item must be purchased from an independent seller on the Amazon.com site (meaning a seller other than Amazon.com, Babiesrus.com, CarsDirect.com, Circuit City, drugstore.com, J&R, Office Depot, Segway, and Toysrus.com).
- You must wait 30 days from the time of your purchase to submit a claim. From that point, you have 30 days in which to submit your claim.
- Buyers who pay for merchandise online via Amazon Payments--meaning all Amazon Marketplace buyers and selected Auctions and zShops buyers--are eligible for A-to-z Guarantee coverage wherever they are located. Purchases that are not settled with Amazon Payments--for instance those paid by check or money order--are eligible for up to \$250 in A-to-z Guarantee coverage provided they are residents of the U.S., the U.K., or Germany.
- Shipping fees are only included in A-to-z Guarantee refunds for transactions in which Amazon Payments was used. If Amazon Payments was not used, shipping fees will not be included.
- Buyers are limited to a lifetime maximum of three claims.
- You must provide the required information on the [guarantee claim form](#).
- If you paid by credit card, and the issuing bank has initiated a chargeback, then you are not eligible for coverage under the A-to-z Guarantee.

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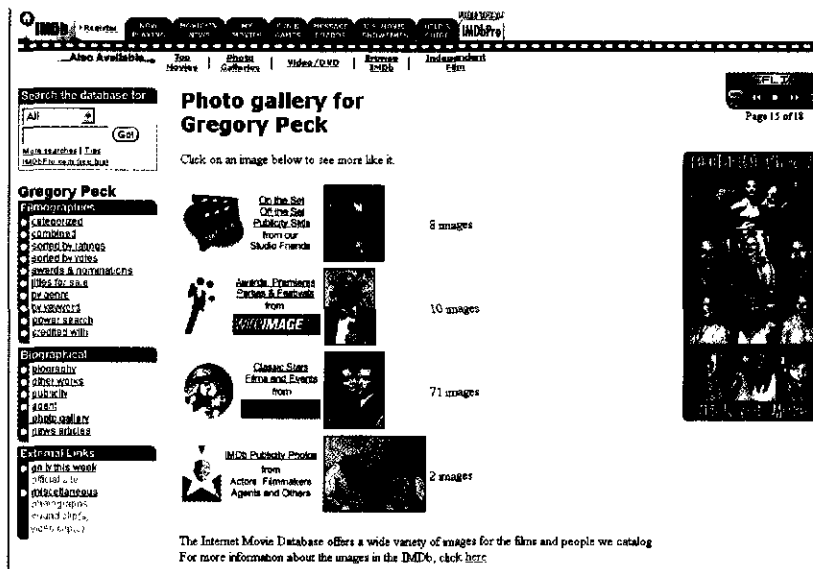
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43. In addition to the images listed on Exhibit A, upon information and belief at least several hundred of the represented images are displayed on the Amazon website and sold by Amazon and the Supplier Defendants.

44. In addition, Amazon owns and operates a website entitled IMDb.com, which is an acronym for Internet Movie Database. One of the services offered to consumers on the IMDb.com website is access to portraiture of celebrity movie stars. Amazon regularly displays represented images on its IMDb.com website, and transmits electronic copies of such images to consumers over the Internet.

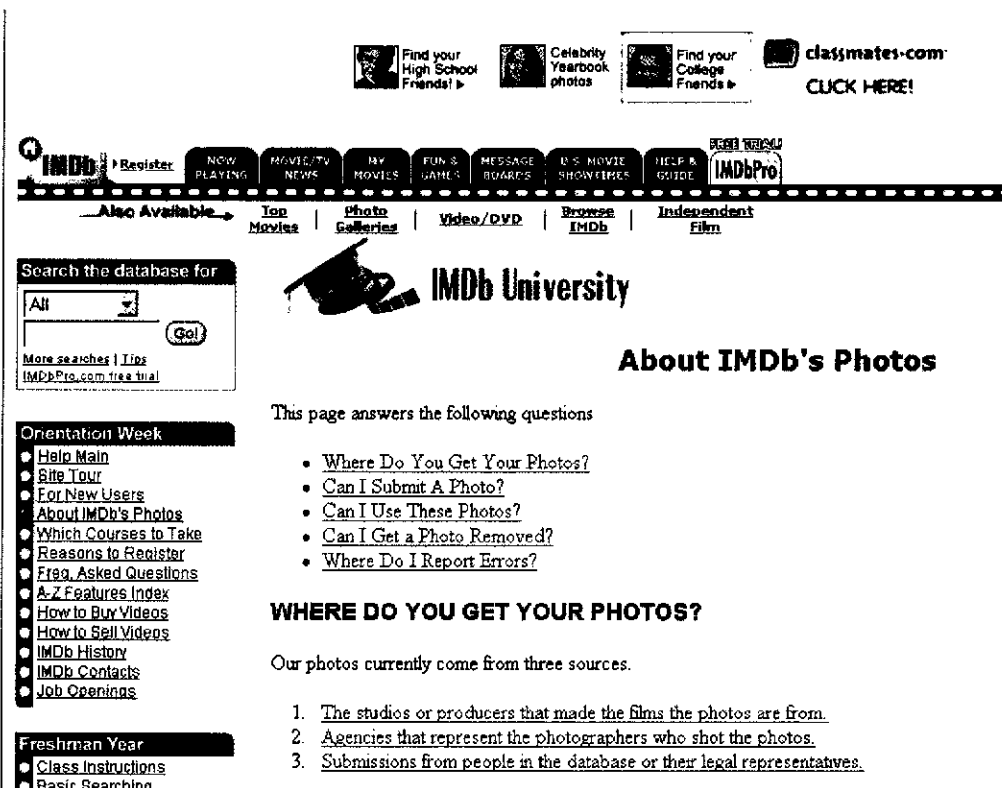
45. For example, the following is a true and accurate screen shot of a the IMDB.com website reflecting, on the right side, a box entitled "Celebrity Photos, Click For More" and reflecting a dozen photos of celebrities:



Several of the displayed photos, including the first two (Vin Diesel and Erika Christensen), are represented images. A consumer who clicks upon the "Celebrity Photos" box at IMDB.com is connected to the Amazon website, which displays a list of various photos of celebrities, complete with copies of images of the photos of such celebrities, which can be

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1 purchased from a list of various suppliers. Upon linking from IMDb.com, the Amazon
 2 website not only displays and transmits to consumers unlicensed Corbis represented images,
 3 but also sells physical copies of such images, in the manner described above. As the
 4 following screen shot illustrates, the IMDb website misrepresents to consumers that the
 5 images come from only three types of above-board sources including movie studios,
 6 producers, and photographic agencies (like Corbis), which implies that IMDb's sources have
 7 the legal right to license these images:



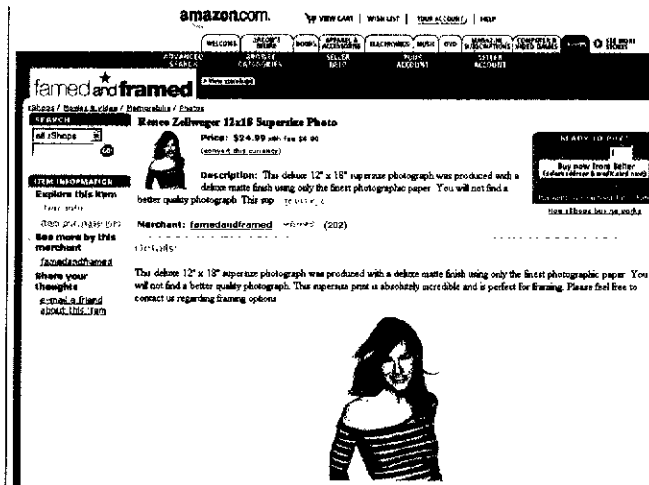
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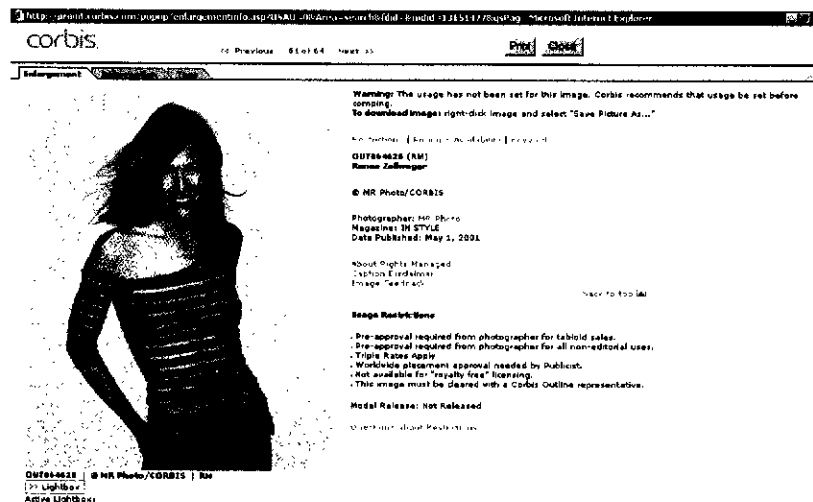
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 (206) 223-7000

C. FAMED AND FRAMED

46. The following image is an example of one of the infringing images offered for sale through Amazon and Supplier Defendant Famed and Framed, as displayed on the Amazon website:



47. This image has been cropped from an image that Corbis has the exclusive right to distribute and license. The following is a true and correct screen shot of the uncropped image as it appears on Corbis' website:



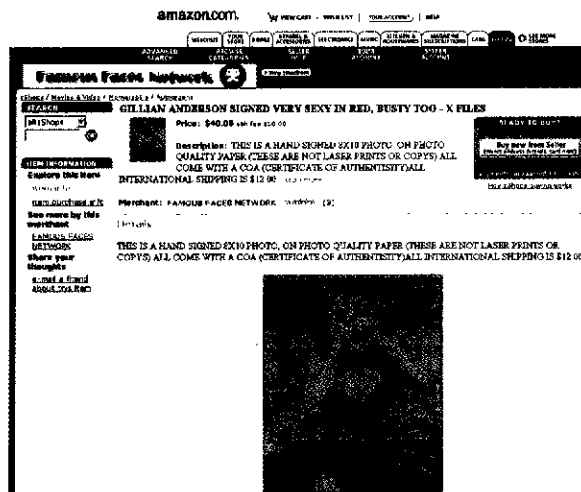
48. The copyright registration for this image, evidencing that Corbis' photographer holds the copyright for the image, is VA 1-120-893. As is evident by comparing the cropped version displayed on Amazon's website to the uncropped version

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1 displayed on Corbis' website, the CMI has been removed from the cropped version in
 2 violation of the DMCA. Additionally, as is evident by comparing the two versions of this
 3 image, the version displayed on Amazon's web site is of inferior quality to the Corbis image.

4 D. FAMOUS FACES, INC.

5 49. The following image is an example of one of the infringing images offered for
 6 sale through Amazon and Supplier Defendant Famous Faces, Inc., as displayed on the
 7 Amazon website:



16 50. The following is a copy of the same image as is represented by Corbis, who
 17 has the exclusive rights to distribute and license this image:



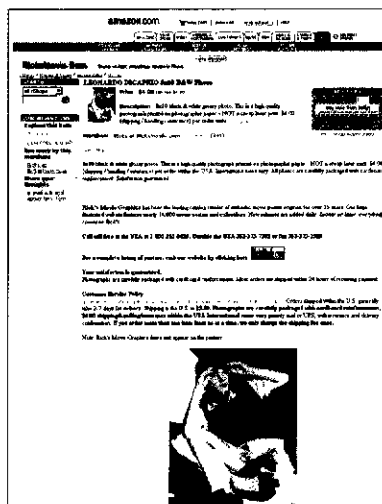
24 51. Corbis has filed the copyright registration for this image with the United States
 25 Copyright Office and has not licensed the image to the defendants. As is evident by
 26 comparing the two versions of this image, the version displayed on Amazon's web site is of

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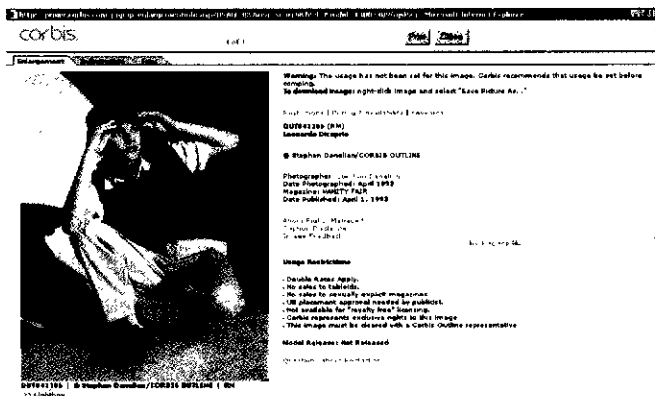
1 inferior quality to the Corbis image.

2 E. RICK'S MOVIE GRAPHICS, INC.

3 52. The following image is an example of one of the infringing images offered for
4 sale through Amazon and Supplier Defendant Rick's Movie Graphics, Inc., as displayed on
5 the Amazon website:



14 53. This image has been cropped from an image that Corbis has the exclusive right
15 to distribute and license. The following is a true and correct screen shot of the uncropped
16 image as it appears on Corbis' website:



24 54. The copyright registration for this image, evidencing that Corbis'
25 photographers holds the copyright for the image, is VA 1-155-695. As is evident by
26 comparing the cropped version displayed on Amazon's web site to the uncropped version

COMPLAINT FOR INJUNCTION AND DAMAGES - 15

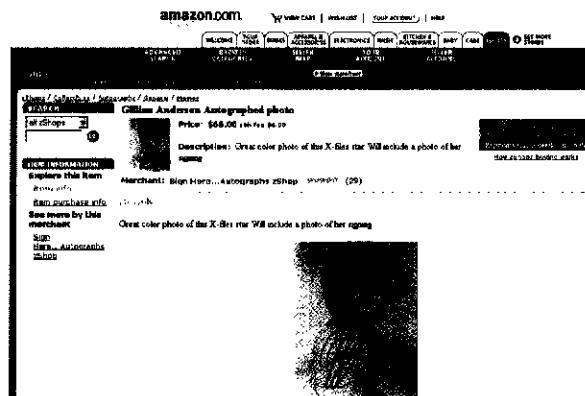
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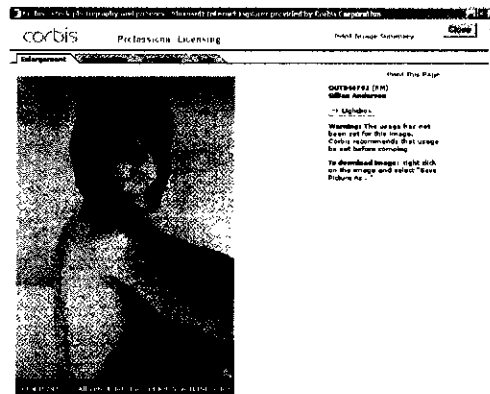
1 displayed on Corbis' website, the CMI has been removed from the cropped version in
 2 violation of the DMCA. Additionally, as is evident by comparing the two versions of this
 3 image, the version displayed on Amazon's website is of inferior quality to the Corbis image.

4 **F. SIGN HERE AUTOGRAPHS**

5 55. The following image is an example of one of the infringing images offered for
 6 sale through Amazon and Supplier Defendant Sign Here Autographs, as displayed on the
 7 Amazon website:



14 56. This image has been cropped from an image that Corbis has the exclusive right
 15 to distribute and license. The following is a true and correct screen shot of the uncropped
 16 image as it appears on Corbis' website:



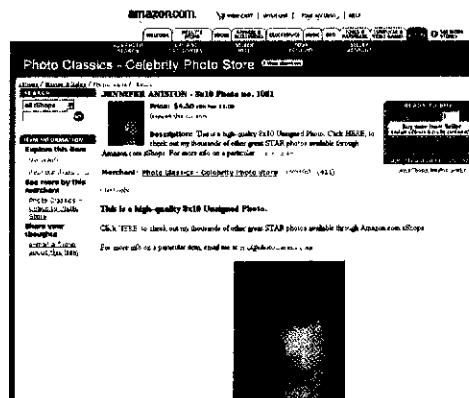
23 57. Corbis has filed the copyright registration for this image with the United States
 24 Copyright Office and has not licensed the image to the defendants. As is evident by
 25 comparing the cropped version displayed on Amazon's website to the uncropped version
 26

COMPLAINT FOR INJUNCTION AND DAMAGES - 16

1 displayed on Corbis' website, the CMI has been removed from the cropped version in
 2 violation of the DMCA. Additionally, as is evident by comparing the two versions of this
 3 image, the version displayed on Amazon's website is of inferior quality to the Corbis image.

4 G. PHOTO CLASSICS

5 58. The following image is an example of one of the infringing images offered for
 6 sale through Amazon and Supplier Defendant Photo Classics, as displayed on the Amazon
 7 website:



14 59. This image has been cropped from an image that Corbis has the exclusive right
 15 to distribute and license. The following is a true and correct screen shot of the uncropped
 16 image as it appears on Corbis' website:



23 60. Corbis has filed the copyright registration for this image with the United
 24 States Copyright Office and has not licensed the image to the defendants. As is evident by
 25 comparing the cropped version displayed on Amazon's website to the uncropped version
 26

COMPLAINT FOR INJUNCTION AND DAMAGES - 17

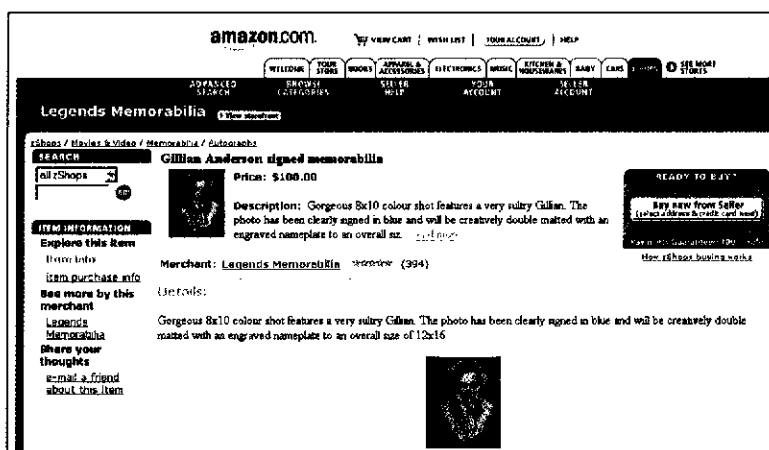
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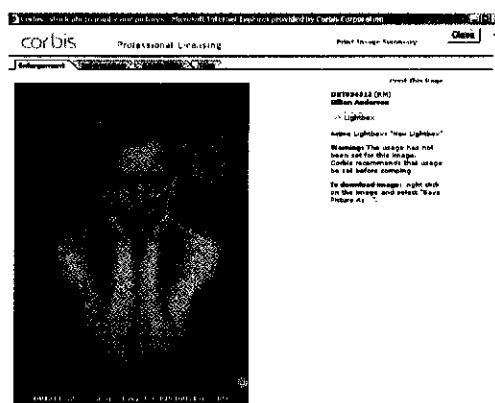
1 displayed on Corbis' website, the CMI has been removed from the cropped version in
 2 violation of the DMCA. Additionally, as is evident by comparing the two versions of this
 3 image, the version displayed on Amazon's website is of inferior quality to the Corbis image.

4 H. LEGENDS MEMORABILIA, INC.

5 61. The following image is an example of one of the infringing images offered for
 6 sale through Amazon and Supplier Defendant Legends Memorabilia, Inc., as displayed on the
 7 Amazon website:



15 62. The same image is available on Corbis' website:



23 63. Corbis has filed the copyright registration for this image with the United States
 24 Copyright Office and has not licensed the image to the defendants. As is evident by
 25 comparing the version of the image displayed on the Amazon website to the version displayed
 26

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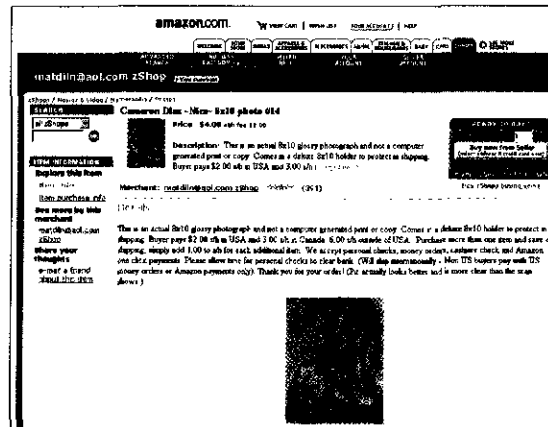
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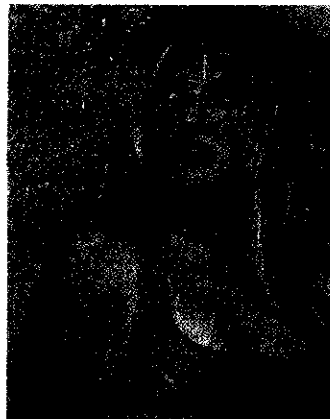
on Corbis' website, the CMI has been removed from the Amazon version in violation of the DMCA.

I. MATDILN

64. The following image is an example of one of the infringing images offered for sale through Amazon and Supplier Defendant Matdiln, as displayed on the Amazon website:



65. The following is a copy of the same image as is represented by Corbis, who has the exclusive rights to distribute and license this image:



66. Corbis has filed the copyright registration for this image with the United States Copyright Office and has not licensed the image to the defendants. As is evident by comparing the two versions of this image, the version displayed on Amazon's website is of inferior quality to the Corbis image.

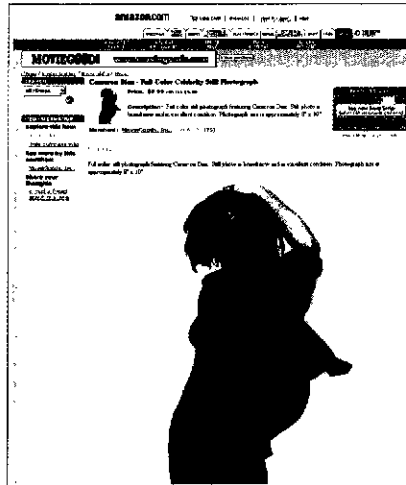
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J. MOVIE GOODS

67. The following image is an example of one of the infringing images offered for sale through Amazon and Supplier Defendant Movie Goods, as displayed on the Amazon website:



68. The following is a copy of the same image as is represented by Corbis, who has the exclusive rights to distribute and license this image:



69. Corbis has filed the copyright registration for this image with the United States Copyright Office and has not licensed the image to the defendants. As is evident by comparing the two versions of this image, the version displayed on Amazon's website is of inferior quality to the Corbis image.

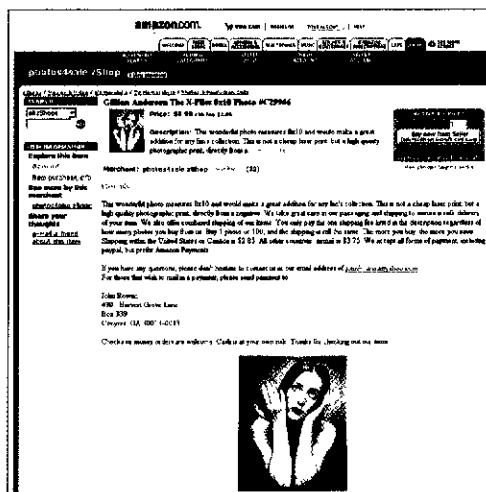
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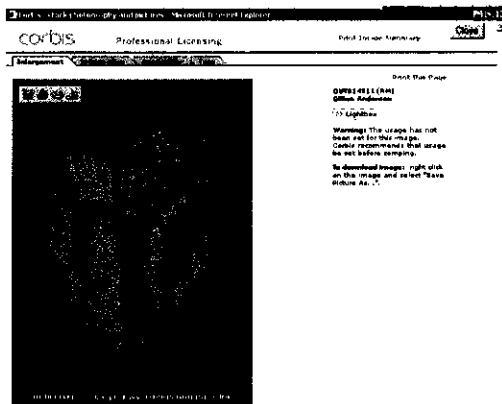
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K. PHOTOS4SALE

70. The following image is an example of one of the infringing images offered for sale through Amazon and Supplier Defendant Photos4Sale, as displayed on the Amazon website:



71. The same image is available on Corbis' website:

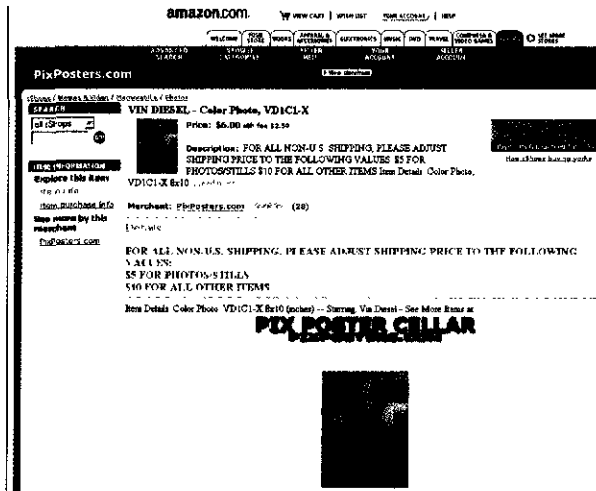


72. Corbis has filed the copyright registration for this image with the United States Copyright Office and has not licensed the image to the defendants. As is evident by comparing the version of the image displayed on the Amazon website to the version displayed on Corbis' website, the CMI has been removed from the Amazon version in violation of the DMCA. Additionally, as is evident by comparing the two versions of this image, the version displayed on Amazon's website is of inferior quality to the Corbis image.

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L. PIX POSTERS

73. The following image is an example of one of the infringing images offered for sale through Amazon and Supplier Defendant Pix Posters, as displayed on the Amazon website:



74. This image has been cropped from an image that Corbis has the exclusive right to distribute and license. The following is a true and correct representation of the uncropped image as it appears on Corbis' website:



75. Corbis has filed the copyright registration for this image with the United States Copyright Office and has not licensed the image to the defendants.

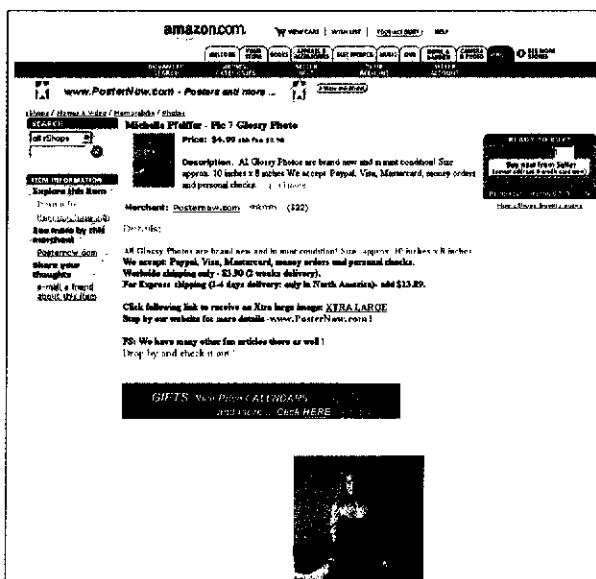
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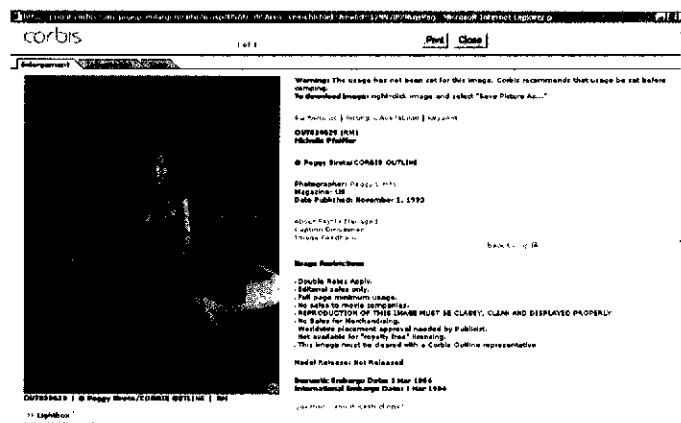
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M. POSTERS NOW GMBH

76. The following image is an example of one of the infringing images offered for sale through Amazon and Supplier Defendant Posters Now GMBH, as displayed on the Amazon website:



77. This image has been cropped from an image that Corbis has the exclusive right to distribute and license. The following is a true and correct screen shot of the uncropped image as it appears on Corbis' website:



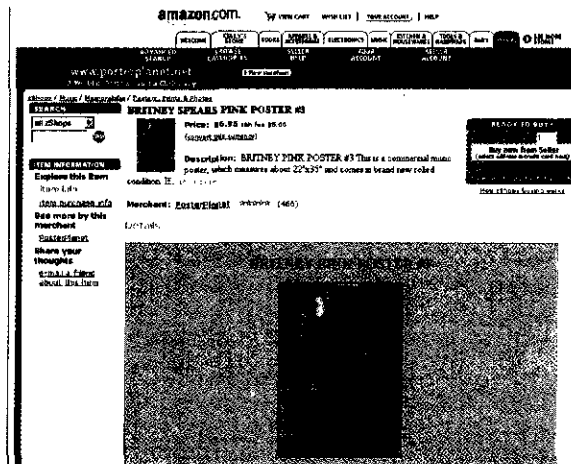
78. Corbis has filed the copyright registration for this image with the United States Copyright Office and has not licensed the image to the defendants. As is evident by comparing the cropped version displayed on Amazon's website to the uncropped version

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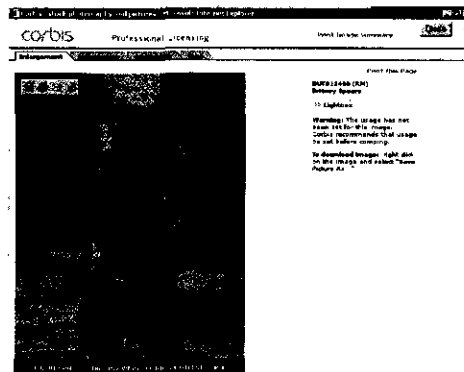
1 displayed on Corbis' website, the CMI has been removed from the cropped version in
 2 violation of the DMCA. Additionally, as is evident by comparing the two versions of this
 3 image, the version displayed on Amazon's website is of inferior quality to the Corbis image.

4 N. POSTER PLANET

5 79. The following image is an example of one of the infringing images offered for
 6 sale through Amazon and Supplier Defendant Poster Planet, as displayed on the Amazon
 7 website:



15 80. This image has been cropped from an image that Corbis has the exclusive right
 16 to distribute and license. The following is a true and correct screen shot of the uncropped
 17 image as it appears on Corbis' website:



25 81. Corbis has filed the copyright registration for this image with the United States
 26 Copyright Office and has not licensed the image to the defendants. As is evident by

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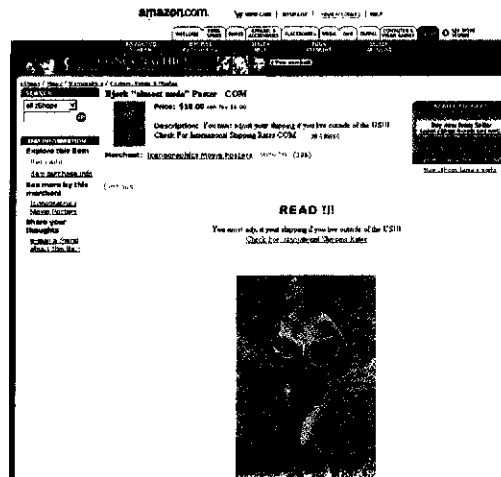
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1 comparing the cropped version displayed on Amazon's website to the uncropped version
 2 displayed on Corbis' website, the CMI has been removed from the cropped version in
 3 violation of the DMCA. Additionally, as is evident by comparing the two versions of this
 4 image, the version displayed on Amazon's website is of inferior quality to the Corbis image.

5 O. ICONOGRAPHICS

6 82. The following image is an example of one of the infringing images offered for
 7 sale through Amazon and Supplier Defendant Iconographics, as displayed on the Amazon
 8 website:



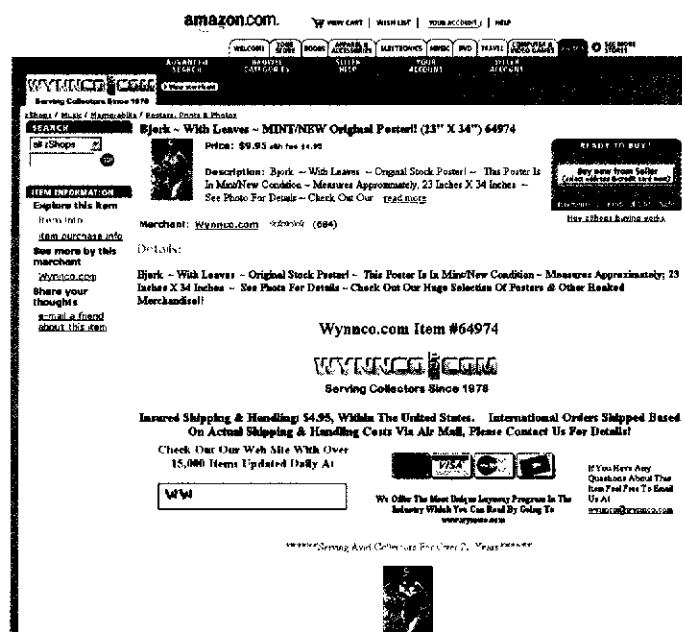
17 83. The following is a copy of the same image as is represented by Corbis, who
 18 has the exclusive rights to distribute and license this image:



84. Corbis has filed the copyright registration for this image with the United States Copyright Office and has not licensed the image to the defendants. As is evident by comparing the two versions of this image, the version displayed on Amazon's web site is of inferior quality to the Corbis image.

P. WYNNCO.COM

85. The following image is an example of one of the infringing images offered for sale through Amazon and Supplier Defendant Wynnco.com, as displayed on the Amazon website:



86. The following is a copy of the same image as is represented by Corbis, who has the exclusive rights to distribute and license this image:



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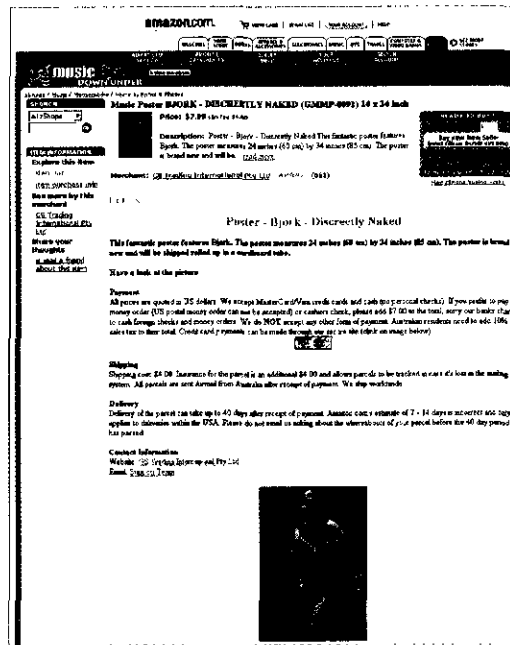
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87. Corbis has filed the copyright registration for this image with the United States Copyright Office and has not licensed the image to the defendants. As is evident by comparing the two versions of this image, the version displayed on Amazon's web site is of inferior quality to the Corbis image.

Q. GS TRADING INTERNATIONAL PTY. LTD.

88. The following image is an example of one of the infringing images offered for sale through Amazon and Supplier Defendant GS Trading International Pty. Ltd., as displayed on the Amazon website:



89. The following is a copy of the same image as is represented by Corbis, who has the exclusive rights to distribute and license this image:



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1 90. Corbis has filed the copyright registration for this image with the United States
2 Copyright Office and has not licensed the image to the defendants. As is evident by
3 comparing the two versions of this image, the version displayed on Amazon's web site is of
4 inferior quality to the Corbis image.

5 V. ILLEGAL AND IMPROPER ACTS BY ALL DEFENDANTS

6 91. Corbis incorporates by reference paragraphs 1 through 90 above, as though
7 fully set forth herein.

8 92. In addition to the reproduction, display, and distribution of the Corbis
9 represented images on the Amazon website, many of the Supplier Defendants separately own
10 and operate websites that contain Corbis represented images offered for sale as color and
11 black & white posters, photos, and prints of movie and music posters, decorative prints, fine
12 art reproductions, and celebrity images. Several of the Supplier Defendants market their
13 websites using print catalogs, mailers, and promotional links that reside on other popular
14 websites, and may own or supply retail shops with prints and posters containing Corbis
15 represented images that are offered to the public for sale. The defendants do not have license
16 or other authority to reproduce, display, distribute or otherwise copy or use the Corbis
17 represented images that are the subject of this action.

18 93. The color and black & white posters, photos, and prints of movie and music
19 posters, decorative prints, fine art reproductions, and celebrity images sold by the defendants
20 in many cases are images that Corbis does not license to anyone for distribution in the manner
21 defendants provide them. Further, where Corbis has licensed such works for such
22 distribution, as demonstrated above, the unauthorized versions sold by defendants are of
23 inferior quality and substandard to the color and black & white posters, photos, and prints of
24 movie and music posters, decorative prints, fine art reproductions, and celebrity images sold
25 by Corbis of the same works.
26

COMPLAINT FOR INJUNCTION AND DAMAGES - 28

1 94. As demonstrated above, in many cases, the defendants have altered,
2 adulterated and removed the CMI material in displaying the Corbis represented images on
3 Amazon's website and in selling the images to the public.

4 VI. FIRST CAUSE OF ACTION – DIRECT COPYRIGHT INFRINGEMENT

5 (Against All Defendants)

6 95. Corbis incorporates by reference paragraphs 1 through 94 above, as though
7 fully set forth herein.

8 96. Corbis owns the copyright, exclusive rights under copyright or accrued causes
9 of action to the represented images with respect to the display, reproduction, and distribution
10 at issue in this action. Corbis also has the exclusive right to represent the images of its
11 photographers including the right to enforce their copyrights.

12 97. Defendants have reproduced, displayed, distributed or otherwise copied the
13 represented images without Corbis' license or authorization.

14 98. The actions and conduct of defendants as described above infringe upon the
15 exclusive rights granted Corbis and the photographers under 17 U.S.C. § 106 to display,
16 reproduce and distribute to the public the represented images.

17 99. Such actions and conduct constitute copyright infringement under the
18 Copyright Act of 1976, 17 U.S.C. § 501.

19 100. As a direct and proximate result of the copyright infringement described
20 above, Corbis is entitled to relief including, but not limited to, actual damages, statutory
21 damages, profits of the defendants, statutory costs and attorneys' fees, and prejudgment
22 interest. Corbis is further entitled to an order impounding all unlawful copies and all tapes,
23 articles, negatives, computers, and other means by which such copies may be reproduced, and
24 to an order for the destruction of such materials.

25 101. Corbis has no adequate remedy at law for, and is being irreparably harmed by,
26 defendants' infringement of copyrights and exclusive rights under copyright as set forth

COMPLAINT FOR INJUNCTION AND DAMAGES - 29

1 above, and such harm will continue unless defendants are enjoined by this Court. Pursuant to
2 17 U.S.C. § 503, Corbis is entitled to preliminary and permanent injunctions prohibiting
3 further infringement of the represented images.

4 VII. SECOND CAUSE OF ACTION – VICARIOUS COPYRIGHT INFRINGEMENT

5 (Against Defendant Amazon.com, Inc.)

6 102. Corbis incorporates by reference paragraphs 1 through 101 above, as though
7 fully set forth herein.

8 103. At all times relevant hereto, defendant Amazon had the right and ability to
9 supervise and/or control the infringing conduct of the Supplier Defendants in displaying,
10 reproducing, and distributing the represented images through the Amazon website. Amazon
11 owns, operates, maintains, and supervises the premises (i.e., website) through which the
12 defendants sell the products at issue. Amazon is actively involved in selecting the suppliers it
13 partners with who are allowed sell products on the Amazon.com and IMDb websites. To
14 induce customers to do business with Amazon and the Supplier Defendants, Amazon's
15 websites refer to the Supplier Defendants as "trusted retailers" and Amazon guarantees
16 customers a "safe buying experience." Upon information and belief, Amazon has the
17 opportunity to inspect the items offered for sale on its website and is directly involved in the
18 sales transaction with the customer, including collecting money from the customer, tracking
19 whether sales have been completed, sending ordering information to Supplier Defendants, and
20 tracking shipments. Upon information and belief, no Supplier Defendant is entitled to
21 distribute through the Amazon premises product that Amazon legitimately disapproves. Upon
22 information and belief, Amazon retains the right to disapprove and prohibit distribution of
23 infringing products of the type it has distributed and allowed to be distributed here.
24
25
26

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1 104. Amazon has failed to effectively supervise and control the infringing conduct
2 of the Supplier Defendants. As a direct and proximate result of such failure, the Supplier
3 Defendants have infringed the represented images, as set forth above.

4 105. At all times relevant herein, Amazon derived substantial and direct financial
5 benefit from infringement of the represented images by the Supplier Defendants, in that,
6 among other things, Amazon receives a portion of the proceeds from the sale of each
7 represented image. Upon information and belief, the availability of the represented images
8 through the Amazon website also significantly increases the number of visitors to the Amazon
9 website, thereby resulting in increased advertising revenue and/or sale of other items.

10 106. Amazon's conduct constitutes vicarious infringement of copyrights and
11 exclusive rights under copyright in violation of the Copyright Act, 17 U.S.C. §§ 106, 501.

12 107. As a direct and proximate result of Amazon's vicarious infringement of the
13 represented images, Corbis is entitled to an award of damages and to recover the profits
14 realized by the infringing activity from Amazon, pursuant to 17 U.S.C. § 504(b).

15 108. Alternatively, Corbis is entitled to statutory damages up to a maximum amount
16 of \$150,000 with respect to each work infringed, or for such other amounts as may be proper
17 under 17 U.S.C. § 504(c).

18 109. Corbis is further entitled to its attorney's fees and full costs pursuant to 17
19 U.S.C. § 505.

20 110. Corbis has no adequate remedy at law for, and is being irreparably harmed by,
21 Amazon's vicarious infringement of the represented images as set forth above, and such harm
22 will continue unless Amazon is enjoined by this Court. Pursuant to 17 U.S.C. § 502, Corbis is
23 entitled to preliminary and permanent injunctions prohibiting further vicarious infringement
24 of the represented images.
25
26

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VIII. THIRD CAUSE OF ACTION --
VIOLATION OF THE DIGITAL MILLENNIUM COPYRIGHT ACT

(Against the Supplier Defendants)

111. Corbis incorporates by reference paragraphs 1 through 110 above, as though fully set forth herein.

112. Corbis and the photographers include CMI with their use of the represented images.

113. Upon information and belief, the Supplier Defendants have intentionally altered or removed the CMI material included with the represented images by adulterating and removing the CMI material from the represented images they reproduced, displayed and distributed, in violation of 17 U.S.C. § 1202(b)(1), or have distributed works knowing that the CMI has been removed or altered without authority of the copyright owner or the law, in violation of 17 U.S.C. § 1202(b)(3).

114. The Supplier Defendants' actions, as described above, constitute violations of the DMCA in that the Supplier Defendants know, or have reasonable grounds to know such actions induce, enable, facilitate or conceal an infringement.

115. As a direct and proximate result of the Supplier Defendants' violations of the DMCA, Corbis is entitled to damages and to recover from the Supplier Defendants the profits realized by the infringing activity, pursuant to 17 U.S.C. § 1203(c)(2).

116. Alternatively, Corbis is entitled to statutory damages up to a maximum amount of \$2,500 with respect to each act of circumvention, product, component, or performance by the Supplier Defendants, pursuant to 17 U.S.C. § 1203(c)(3).

117. Corbis further is entitled to its attorney's fees and full costs pursuant to 17 U.S.C. § 1203(b)(4) and (5).

118. Corbis has no adequate remedy at law for, and is being irreparably harmed by, the Supplier Defendants' violations, and such harm will continue unless the Supplier

COMPLAINT FOR INJUNCTION AND DAMAGES - 32

1 Defendants are enjoined by this Court. Pursuant to 17 U.S.C. § 1203(b)(1), Corbis is entitled
2 to preliminary and permanent injunctions prohibiting further violations of the DMCA.

3 119. Pursuant to 17 U.S.C. § 1203(b)(2), Corbis is further entitled to an order
4 impounding, modifying, or destroying all devices and products in the custody or control of the
5 Supplier Defendants that have been involved in the violations.

6
7 IX. FOURTH CAUSE OF ACTION –
8 FALSE DESIGNATION OF ORIGIN AND UNFAIR COMPETITION

9 (Against All Defendants)

10 120. Corbis incorporates by reference paragraphs 1 through 119 above, as though
11 fully set forth herein.

12 121. Corbis has gone to great lengths to ensure that Corbis images are only of the
13 highest artistic and technical quality, in order to protect and promote Corbis and the
14 photographers' recognition, reputation, and goodwill. As a result of these efforts, Corbis'
15 customers are willing to pay a premium for Corbis' images.

16 122. The represented images contain photographs of famous personalities. These
17 photographs are widely recognized by consumers as being photographed by certain well-
18 known photographers that exclusively license their work product to Corbis.

19 123. The represented images copied, displayed, and distributed by defendants are of
20 an inferior quality to the corresponding images displayed and sold by Corbis.

21 124. The defendants offer the represented images for sale at lower prices than
22 offered by Corbis for the corresponding images, and claim they come from trusted authorized
23 sources.

24 125. Defendants' conduct, as alleged above, is likely to cause confusion, or to cause
25 mistake, or to deceive consumers and the public as to the source, origin, affiliation,
26 connection, authenticity, or association of their products and services. Defendants' conduct is
likely to confuse or mislead the public into believing that defendants are the source or sponsor

COMPLAINT FOR INJUNCTION AND DAMAGES - 33

1 of the represented images, or that the products distributed by the defendants are authentic
2 versions of the represented images products, thereby causing loss, damage, and injury to
3 Corbis and the purchasing public. Defendants' actions further misrepresent the nature,
4 characteristics, or qualities of their products, services, or commercial activities.

5 126. Upon information and belief, defendants' conduct has been knowing,
6 deliberate, willful, intended to cause mistake or to deceive, and in disregard of Corbis' and its
7 photographers' rights.

8 127. The foregoing actions by defendants constitute false designation of origin,
9 false misrepresentation, and unfair competition in violation of Section 43(a) of the Lanham
10 Act, 15 U.S.C. § 1125(a).

11 128. Defendants' wrongful acts, as alleged above, have permitted or will permit
12 them to make substantial sales and profits on the strength of Corbis' nationwide and
13 international marketing, advertising, sales and customer recognition in an amount not
14 presently known but to be proven at trial. Based on the foregoing conduct, this is an
15 exceptional case within the meaning of 15 U.S.C. § 1117(a).

16 129. As a direct and proximate result of defendants' violations of the Lanham Act,
17 15 U.S.C. § 1125(a), Corbis is entitled to damages and to recover from the defendants the
18 profits realized by the unlawful activity, pursuant to 15 U.S.C. § 1117(a).

19 130. As a direct and proximate result of defendants' wrongful conduct, Corbis has
20 been and will be damaged in at least the following ways, in amounts as yet unknown but to be
21 proven at trial: (i) Corbis has been and will be deprived of substantial fees from the sale and
22 license of its products and services; (ii) Corbis has been and will be damaged in its ability to
23 license the represented images with the same degree of exclusivity, restrictions and price that
24 otherwise would have been obtained by Corbis; (iii) Corbis and the photographers have
25 suffered and will suffer a loss of goodwill with the depicted personalities, in that the depicted
26 personalities have not approved of the uses by defendants and assign blame for the

COMPLAINT FOR INJUNCTION AND DAMAGES - 34

1 unauthorized uses to Corbis and the photographers; and (iv) Corbis has been and will be
2 deprived of the value of its federally-registered trademarks and marks as commercial assets.

3 131. Corbis further is entitled to its attorney's fees and full costs pursuant to 15
4 U.S.C. § 1117.

5 132. Corbis has no adequate remedy at law for, and is being irreparably harmed by,
6 defendants' continuing violation of its rights as set forth above, and such harm will continue
7 unless defendants are enjoined by this Court. Pursuant to 15 U.S.C. § 1116, Corbis is entitled
8 to preliminary and permanent injunctions prohibiting further violations of the Lanham Act.

9 X. FIFTH CAUSE OF ACTION – TRADEMARK DILUTION

10 (Against All Defendants)

11 133. Corbis incorporates by reference paragraphs 1 through 132 above, as though
12 fully set forth herein.

13 134. Corbis has been careful to ensure that the represented images are only of the
14 highest artistic and technical quality, in order to protect and promote Corbis and the
15 photographer's recognition, reputation and goodwill.

16 135. As a result of Corbis' efforts, Corbis' customers are willing to pay a premium
17 for the represented images.

18 136. The represented images contain photographs of famous personalities. These
19 photographs are widely recognized by consumers as being photographed by certain well-
20 known photographers that exclusively license their work product to Corbis.

21 137. The represented images copied, displayed and distributed by defendants are of
22 an inferior quality to the corresponding images displayed and sold by Corbis.

23 138. The defendants offer the represented images for sale at lower prices than
24 offered by Corbis for the corresponding images, and claim these images come from trusted
25 and authorized sources.
26

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1 139. As a result of the actions described above, the public has been misled into
2 believing that the represented images reproduced, displayed, distributed and otherwise copied
3 by defendants have been authorized by Corbis and the photographers.

4 140. As a result of the actions described above, the reputation and goodwill of
5 Corbis and the photographers have been damaged on grounds that the public associates the
6 inferior quality of the represented images reproduced, displayed, distributed and otherwise
7 copied by defendants, as having been authorized by Corbis and as being representative of the
8 artistic and technical quality of Corbis and its photographers.

9 141. Moreover, defendants' actions, as described above, have damaged Corbis'
10 ability to license the representative images with the same degree of exclusivity, restrictions,
11 and price that otherwise would have been obtained by Corbis.

12 142. The goodwill of Corbis and the photographers has also been damaged with the
13 depicted personalities in that the depicted personalities have not approved of the uses by
14 defendants and assign blame for the unauthorized uses against Corbis and the photographers.

15 143. The conduct and actions of defendants as described above, constitute dilution
16 of Corbis' registered trademarks in violation of 15 U.S.C. § 1125(c).

17 144. As a result of the trademark dilution described above, Corbis is entitled to
18 damages in an amount to be proven at trial including but not limited to actual damages,
19 statutory damages, costs and attorneys' fees, and prejudgment interest.

20 XI. SIXTH CAUSE OF ACTION –
21 UNFAIR COMPETITION UNDER CONSUMER PROTECTION ACT

22 (Against All Defendants)

23 145. Corbis incorporates by reference paragraphs 1 through 144 above, as though
24 fully set forth herein.

25 146. The conduct and actions of defendants as described above, constitute unfair or
26 deceptive acts or practices in violation of R.C.W. Section 19.86.020 et seq.

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1 147. Defendants' deceptive acts and practices were undertaken in trade or
2 commerce, are intended to, and are likely to, lead to confusion, mistake, or deception among
3 the public as to the source, origin, or approval of the infringing goods offered for sale by
4 defendants, causing Corbis injury.

5 148. As a result of the acts described above, defendants are misleading and
6 confusing consumers who are attempting to purchase legitimate copies or obtain licenses of
7 the represented images. As a result, these consumers may be confused into believing that
8 defendants' products are endorsed, affiliated with or sponsored by Corbis.

9 149. There is a likelihood of repetition of the unfair and deceptive acts and practices
10 described above.

11 150. As a direct and proximate result of defendants' deceptive acts and practices in
12 violation of R.C.W. 19.86 et seq., and the resulting consumer confusion, Corbis has suffered
13 and will continue to suffer losses and irreparable injury to its business reputation and goodwill
14 in amounts not yet ascertained. Corbis' remedy at law is not itself adequate to compensate it
15 for injuries inflicted and threatened by defendants.

16 151. As a result of the unfair and deceptive conduct described above, Corbis has
17 been damaged in an amount to be proven at trial. In addition to actual damages, Corbis is
18 entitled to statutory treble damages, or \$10,000 per violation, plus statutory costs and
19 attorney's fees pursuant to RCW Section 19.86.020 et seq.

20 XII. SEVENTH CAUSE OF ACTION –
21 TORTIOUS INTERFERENCE WITH BUSINESS RELATIONSHIPS

22 (Against All Defendants)

23 152. Corbis incorporates by reference paragraphs 1 through 151 above, as though
24 fully set forth herein.

25 153. Corbis has valid contracts with numerous photographers including the
26 photographers whose represented images were used by defendants without license or other

COMPLAINT FOR INJUNCTION AND DAMAGES - 37

1 authorization. Many of the contracts provide Corbis with the exclusive right to display the
2 photographers' images and/or limit the number of reproductions that can be made of an
3 image. In addition, Corbis has a reasonable expectation of prospective beneficial economic
4 relations with numerous photographers above and beyond its present contracts with such
5 photographers.

6 154. In addition, Corbis has thousands of contracts with professional clients. These
7 clients expect that the exclusive licenses that they have purchased from Corbis enable the
8 professional clients to enjoy exclusive use of the images for the licensing period, and that
9 competing uses of the images that would dilute the value of the license will not occur.

10 155. The terms of the contracts and expectations of future economic relations, as
11 described above, are valuable to Corbis and its photographers and clients and form the basis
12 of their business with one another.

13 156. The defendants' intentional wrongful acts, as described above, have been taken
14 with the intent, knowledge, and reason to know that such acts would interfere with, disrupt,
15 and damage the business relationships between Corbis and its photographers and clients.
16 Such acts have, in fact, interfered with, disrupted, and damaged such relationships, and
17 constitute tortious interference with the business relationships between Corbis and its
18 photographers and clients.

19 157. As a result of the tortious interference with business relationships as described
20 above, Corbis is entitled to damages in an amount to be proven at trial including but not
21 limited to actual damages, costs and attorney's fees, and prejudgment interest.

22 XIII. PRAYER FOR RELIEF

23 NOW WHEREFORE, Corbis prays for judgment against defendants, and each of
24 them, as follows:

25 1. On the First Cause of Action, for an award of defendants' profits and for
26 damages in such amount as may be found; alternatively for maximum statutory damages in

COMPLAINT FOR INJUNCTION AND DAMAGES - 38

1 the amount of up to \$150,000 with respect to each copyrighted work infringed, or for such
2 other amount as may be proper pursuant to 17 U.S.C. § 504; for an order preliminarily and
3 permanently enjoining defendants, their officers, agents, employees, and all persons acting in
4 concert with them, from infringing the represented images pursuant to 17 U.S.C. § 502; for an
5 order seizing and destroying the infringing materials and source thereof; and for an award of
6 costs and attorneys fees pursuant to 17 U.S.C. § 505.

7 2. On the Second Cause of Action, for an award of Amazon's profits and for
8 damages in such amount as may be found; alternatively for maximum statutory damages in
9 the amount of up to \$150,000 with respect to each copyrighted work infringed, or for such
10 other amount as may be proper pursuant to 17 U.S.C. § 504; for an order preliminarily and
11 permanently enjoining Amazon, its officers, agents, employees, and all persons acting in
12 concert with them, from infringing the represented images pursuant to 17 U.S.C. § 502; and
13 for an award of costs and attorneys fees pursuant to 17 U.S.C. § 505.

14 3. On the Third Cause of Action, for an award of the Supplier Defendants' profits
15 and for damages in such amount as may be found; alternatively for maximum statutory
16 damages in the amount of between \$2,500 and \$25,000 per product, performance, or
17 performance, or such other relief as may be appropriate under 17 U.S.C. § 1203(c); for
18 attorney's fees and full costs pursuant to 17 U.S.C. § 1203(b)(4) and (5); for a preliminary and
19 permanent injunction prohibiting further vicarious violation of the DMCA; and pursuant to 17
20 U.S.C. § 1203(b)(2), an order impounding devices or products involved in the violations.

21 4. On the Fourth Cause of Action, for an award of actual monetary damages in an
22 amount to be proven at trial, or for such other amount as may be proper pursuant to 15 U.S.C.
23 §§ 1125(a) and 1117; for an order preliminarily and permanently enjoining defendants from
24 committing acts of unfair competition; and for an award of costs and attorneys fees pursuant
25 to 15 U.S.C. §§ 1125(a) and 1117.
26

COMPLAINT FOR INJUNCTION AND DAMAGES - 39

Case No.
118232.0017/1018752.3

LANE POWELL SPEARS LUBERSKY LLP
SUITE 4100
1420 FIFTH AVENUE
SEATTLE, WA 98101
(206) 223-7000

1 5. On the Fifth Cause of Action, for an award of actual monetary damages in an
2 amount to be proven at trial; for treble damages or \$10,000 on each violation of the Consumer
3 Protection Act pursuant to RCW 19.84 et seq.; for an order preliminarily and permanently
4 enjoining the defendants from additional violations of the Act; for an award of costs and
5 attorneys fees pursuant to RCW 19.84 et seq.;

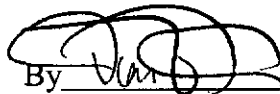
6 6. On the Fifth Cause of Action, for an award of actual monetary damages in an
7 amount to be proven at trial;

8 7. For prejudgment interest on the amount of the award to plaintiff; and

9 8. For such other and further relief as the Court deems just and proper.

10
11 DATED this 24th day of June 2003.

12
13 LANE POWELL SPEARS LUBERSKY LLP

14
15 By 

16 Dan J. Donlan, WSBA No. 25374
17 Brett W. Sommermeyer, WSBA No. 30003
18 Counsel for Plaintiff










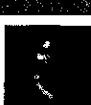


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COMPLAINT FOR INJUNCTION AND DAMAGES - 40

Case No.
118232.0017/1018752.3

LANE POWELL SPEARS LUBERSKY LLP
SUITE 4100
1420 FIFTH AVENUE
SEATTLE, WA 98101
(206) 223-7000

EXHIBIT A

TITLE	THUMBNAIL	REGISTRATION
Sarah Michelle Gellar		Registration Filed, Pending Review From Copyright Office
Cameron Diaz		Registration Filed, Pending Review From Copyright Office
Cameron Diaz		Registration Filed, Pending Review From Copyright Office
Cameron Diaz		Registration Filed, Pending Review From Copyright Office
Cameron Diaz		Registration Filed, Pending Review From Copyright Office
Cameron Diaz		Registration Filed, Pending Review From Copyright Office
Gwyneth Paltrow		Registration Filed, Pending Review From Copyright Office
Gillian Anderson		Registration Filed, Pending Review From Copyright Office
Heather Graham		Registration Filed, Pending Review From Copyright Office
Jessica Alba		Registration Filed, Pending Review From Copyright Office
Christina Aguilera		Registration Filed, Pending Review From Copyright Office
Jennifer Aniston		Registration Filed, Pending Review From Copyright Office













Jennifer Aniston		Registration Filed, Auditing Return From Copyright Office
Julia Roberts		Registration Filed, Auditing Return From Copyright Office
Julia Roberts		Registration Filed, Auditing Return From Copyright Office
Nicole Kidman		Registration Filed, Auditing Return From Copyright Office
Nicole Kidman		VS. 1-24-02
Angelina Jolie		Registration Filed, Auditing Return From Copyright Office
Angelina Jolie		Registration Filed, Auditing Return From Copyright Office
Jewel		Registration Filed, Auditing Return From Copyright Office
Jewel		Registration Filed, Auditing Return From Copyright Office
Jewel		Registration Filed, Auditing Return From Copyright Office
Jodie Foster		Registration Filed, Auditing Return From Copyright Office
Charlize Theron		Registration Filed, Auditing Return From Copyright Office

EXHIBIT A













Charlize Theron		Registration Filed, Awarding Return From Copyright Office
Renee Zellweger		MA 4-120-883
Renee Zellweger		MA 4-120-883
Kate Hudson		Registration Filed, Awarding Return From Copyright Office
Kenny G		Registration Filed, Awarding Return From Copyright Office
Catherine Zeta Jones		Registration Filed, Awarding Return From Copyright Office
Shirley Manson		Registration Filed, Awarding Return From Copyright Office
Neve Campbell		Registration Filed, Awarding Return From Copyright Office
Mariah Carey		Registration Filed, Awarding Return From Copyright Office
Fiona Apple		Registration Filed, Awarding Return From Copyright Office
Demi Moore		Registration Filed, Awarding Return From Copyright Office
Meg Ryan		Registration Filed, Awarding Return From Copyright Office

EXHIBIT A









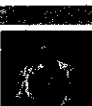



Meg Ryan		Registration Filed, Awarding Patent From Copyright Office
Calista Flockhart		Registration Filed, Awarding Patent From Copyright Office
Michelle Pfeiffer		VA-1-153-412
Michelle Pfeiffer		Oct 2000 (published) VA-1-153-412
Leonardo DiCaprio		VA-1-153-285
Mel Gibson		VA-1-153-216
Bjork		Registration Filed, Awarding Patent From Copyright Office
Jude Law		VA-1-153-298
Gwen Stefani		VA-1-153-400
Gwen Stefani		VA-1-153-400
Julianne Moore		VA-1-153-295
Lara Flynn Boyle		VA-1-153-479

EXHIBIT A













Drew Barrymore		Was 841-878
Gillian Anderson		Registration Filed, Awarding Reason From Copyright Office
George Clooney		Registration Filed, Awarding Reason From Copyright Office
Sandra Bullock		Registration Filed, Awarding Reason From Copyright Office
Gwyneth Paltrow		Registration Filed, Awarding Reason From Copyright Office
Gillian Anderson		Registration Filed, Awarding Reason From Copyright Office
Gillian Anderson		Registration Filed, Awarding Reason From Copyright Office
Gillian Anderson		Registration Filed, Awarding Reason From Copyright Office
Gillian Anderson		Registration Filed, Awarding Reason From Copyright Office
Gillian Anderson		Registration Filed, Awarding Reason From Copyright Office
Erika Christensen		Registration Filed, Awarding Reason From Copyright Office
Vin Diesel, Giovanni Ribisi, Adam Goldberg, Barry Pepper		Registration Filed, Awarding Reason From Copyright Office

EXHIBIT A



EXHIBIT B

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

1.(a) PLAINTIFFS

CORBIS CORPORATION, a Washington Corporation

DEFENDANTS

AMAZON.COM, a Delaware corporation; FAMED AND FRAMED, INC., a New York corporation; FAMOUS FACES, INC., a California corporation; HDS PRODUCTIONS, an Arizona company; LEGENDS MEMORABILIA, INC. a Canadian corporation; JOHN DOE NO. 1 (dba MATDILN@AOL.COM), an individual; MOVIE GOODS, a California corporation; JOHN DOE 2 (dba PHOTOS4SALE), a company; PIX POSTERS, a Massachusetts corporation; POSTERS NOW, a German corporation; RICKS MOVIE POSTERS, INC., a Florida corporation; and SIGN HERE AUTOGRAPHS, a Florida company

(b) COUNTY OF RESIDENT OF FIRST LISTED PLAINTIFF
(EXCEPT IN U.S. PLAINTIFF CASES)

KING COUNTY, WASHINGTON

COUNTY OF RESIDENT OF FIRST LISTED DEFENDANT IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE)

Dan J. Donlan, WSBA 25374
Lane Powell Spears Lubersky, 1420 Fifth Avenue,
4100, Seattle, WA 98101 (206) 223-7048

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION (Place an "X" in one box only)

- ☐ 1 U.S. Government Plaintiff
☒ 2 U.S. Government Defendant
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in one box for Plaintiff and one box for Defendant)

- Citizen of This State ☐ 1 ☐ 1 Incorporated or Principal Place of Business In This State
Citizen of Another State ☐ 2 ☐ 2 Incorporated and Principal Place Of Business In Another State
Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☐ 6

IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

V. NATURE OF SUIT (Place an "X" in one box only)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 160 Other Contract <input type="checkbox"/> 165 Contract Product Liability	<input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC §81 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 680 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 750 Other Labor Litigation <input type="checkbox"/> 761 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 841 HIA (1395ff) <input type="checkbox"/> 842 Black Lung (932) <input type="checkbox"/> 843 DIWC/DIWW (405(g)) <input type="checkbox"/> 844 SSID Title XVI <input type="checkbox"/> 845 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/CC Rates/etc. <input type="checkbox"/> 470 Deportation <input type="checkbox"/> 810 Racketeer Influenced & Corrupt Organizations <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 881 Agricultural Acts <input type="checkbox"/> 882 Economic Stabilization Act <input type="checkbox"/> 883 Environmental Matters <input type="checkbox"/> 884 Energy Allocation Act <input type="checkbox"/> 885 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 990 Other Statutory Actions
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 250 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights			

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

COPYRIGHT INFRINGEMENT UNDER 17 USC § 101 ET. SEQ.; VIOLATION OF THE DIGITAL MILLENNIUM COPYRIGHTS ACT UNDER 17 USC § 1202(B)(1)(92)(3); FALSE DESIGNATION OF ORIGIN AND UNFAIR COMPETITION UNDER 15 USC § 117(A); TRADEMARK DILUTION UNDER 15 USC § 1125*(C); UNFAIR COMPETITION UNDER CONSUMER PROTECTION ACT UNDER ROW § 19.86.020 ET. SEQ.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ _____ CHECK YES only if demanded in complaint:
UNDER F.R.C.P. 23

VIII. RELATED CASE(S) (See instructions):
IF ANY

JUDGE _____ Docket Number _____

DATE June 25, 2003

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

ORIGINAL